

Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

REQUEST FOR QUOTE NUMBER RECEIVED UNTIL 2:00 P.M.,		12GS82035YB FEBRUARY 6, 2012
DESCRIPTION: TELEPHONE LANGUA DEPARTMENT OF INFORMATION TE	AGE TRANSLATION SERVI	· · · · · · · · · · · · · · · · · · ·
Quotes must be submitted electronically us www.fultonvendorselfservice.co.fulton.ga.		·
PURCHASING CONTACT PERSON LISTED	BELOW. BIDDERS MAY NOT GARDING THIS BID PRIOR TO	PECIFICATIONS SHOULD BE ADDRESSED <u>ONLY</u> TO THIS IT HAVE CONTACT WITH COUNTY OFFICERS, ELECTES ON AWARD OF PURCHASE ORDER. VIOLATION OF THIS ONSIVE.
CONTACT NAME: Gertis Strozier	E-Mail Address: gertis.strozier@fultoncountyga.	Telephone Number: 404-612-5826
by Fulton County to be "EQUAL OR I DELIVERED" unless otherwise requested	BETTER" will be given full l, and must be submitted in th all quotes in whole or in part a	ications indicate "NO SUBSTITUTE", items determined to consideration. All prices QUOTED must be "FOF he format requested. The County reserves the right to and is not bound to accept any quote if rejection of that
Company Name:		
Company Address:		
City	State	Zip Code
Telephone Number: Fax	Number: E-	E-Mail Address:
RESPONSES MUST BE SUBMITTED TIME AND DATE INDICATED.	O ON-LINE AT www.fultor	onvendorselfservice.co.fulton.ga.us BY THE
Person submitting QUOTE: (Please Print)		Date
Title		
*Signature of the person submitting QUOTE:		
response, vendor agrees that their quote is an	offer to sell. All bidders shall co	ontracts on behalf of the responding company. By submitting comply with all Fulton County purchasing laws, policies, and e with EEOC hiring guidelines and requirements under the

Americans with Disabilities Act.

REQUEST FOR QUOTE GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

- 1. GENERAL. These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.
- SUBMISSION OF RESPONSES. Responses must be submitted for quotes on-line via the Vendor Self Service system
 at https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage. Response to quotes must be received
 no later than 2:00 p.m. on the date indicated.
- 3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
- 4. NON-COLLUSION. Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.
- 5. **CONFLICT OF INTEREST.** Vendor states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.
- 6. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for Quote. The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) vendor references. The County reserves the right to cancel the solicitation and to reject any or all quotes in whole or in part and is not bound to accept any quote if rejection of that quote is determined to be contrary to the best interest of the County.
- 7. **SAMPLES.** Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Vendor at the Vendor's expense. Samples of selected items may be retained for comparison purposes.
- 8. **NEW.** All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
- 9. **BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Vendor may offer any equivalent product which meets or exceeds the specifications. If quotations are based on equivalent products, the quote must: a) Indicate the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.
- 10. **INDEMNIFICATION.** Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless the County, it's Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with it's acceptance, of the performance, or nonperformance, of it's obligations under this agreements.
- 11. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
- 12. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

- 13. **RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT.** If any item furnished by the Vendor fails to conform to specifications, or to the sample submitted by the Vendor, the County may reject it. Upon rejection, the Vendor must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual cost to the County. If the Vendor fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Vendor the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.
- 14. **INVOICES AND PAYMENT TERMS.** Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County and the correct invoice is received in the office specified on the purchase order.
- 15. **LEGAL REQUIREMENTS.** Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Vendor about applicable law is not a defense.
- 16. **ASSIGNMENT.** Any purchase order awarded shall not be assignable by the Vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.
- 17. **REJECTION OF BID.** Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.
- 18. **TERMINATION.** In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.
- 19. **DEBARMENT.** If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.
- 20. RIGHT TO PROTEST. Any actual or prospective Bidder who is aggrieved in connection with a solicitation or award of a contract/purchase order must submit its protest in writing to the Director of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing & Contract Compliance in writing within 14 days after such aggrieved entity knows or should have known of the solicitation, the award of contract/purchase order to another or other acts giving rise to a protest. An oral protest or a protest to an official, employee, user department, or other person apart from the Director of Purchasing does not comply with Fulton County Code Section 2-324 and does not toll the protest time period.

REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 12GS82035YB Opening Date: February 6, 2012

Telephone Language Translation Services Department of Information Technology

1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Telephone Language Translation Services on as needed basis from date award and continuing for twelve (12) consecutive months.

Quoters <u>must</u> insert "compliance, exception or the appropriate response" in each numbered space provided below (check appropriate response). The following specifications have been sub divided into sections containing the requirements; however, since some of the requirements are interdependent, there will be some overlap in the sections. <u>The entire Request for Quotation including proof of insurance and references documenting experience must be attached to your online submittal.</u>

Responses which do not contain the attachment will not be considered.

2. CONTACT PERSON

Please contact Gertis Strozier, Procurement Officer at (404) 612-5826 or by e-mail gertis.strozier@fultoncountyga.gov with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

You must be registered in the County's AMS System in order for the Department of Purchasing & Contract Compliance to issue your company a Purchase Order or to receive payments. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website (www.fultonvendorselfservice.co.fulton.ga.us). You must provide a copy of your current Business License in order to complete the vendor registration process.

If your company is a registered vendor, you can respond to all quotes online and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS:

Fulton County is seeking to obtain language translation services for foreign language interpretation over the telephone on an as needed basis for a period of one (1) year from date of award. The selected vendor(s) will provide unscheduled over-the-phone language translation services for the purpose of assisting primarily English speaking County personnel in communicating with citizens, clients, callers, etc., needing immediate foreign language translation assistance. The telephone translation services will include, but not be limited to, emergency calls from the public to Fulton County's 911 center as well as telephone calls involving other agencies such as Courts, District Attorney, Police, etc. (For Example: when the user calls the agency if they cannot understand they have a quick key which connects right to the interpreting agency with their account code. These services are required to assist the County with citizens who are unable to speak English, uncomfortable speaking English, or who's English is not clearly understood).

	d-sixty five (365)		ation services must be immediately available three (24) hours a day, seven (7) days a week including
1.	COMPLY:	YES	NO
number an auto dial "0"	 Initial access to mated interactive 	the appropriate interpre voice response system (horized County users via a toll-free telephone ter may be provided through a live representative or IVR). However, the user must have the option to rvice representative to assist with special problems or
2.	COMPLY:	YES	NO
The selected vendor(s) must have the ability to routinely provide timely access to an interpreter. An interpreter shall respond to calls within fifteen (15) seconds for Spanish at a rate of 95% or greater from the time the user completes a request for services. An interpreter shall respond to calls within and an average of thirty (30) seconds for other languages at a rate of 95% or greater from the time the user completes a request for services. The average time for all calls is to be calculated and reported on a monthly basis.			
3.	COMPLY:	YES	NO
3. COMPLY:YESNO The selected vendor(s) must have the capability of providing interpretation services for a minimum of at least one hundred-fifty (150) languages, and must include the following: Amharic Hmong Samoan Arabic Ilocano Serbian Armenian Indonesian Shanghainese Bengali Italian Sinhalese Bosnian Japanese Somali Burmese Korean Spanish Cambodian Laotian Swahili Cantonese Malay Tagalog Croatian Mandarin Tamil Czech Mien Thai Dari Mongolian Tibetan Dutch Nepali Tigrinya Farsi Oromo Toishanese French Pashto Tongan Fukienese Polish Turkish German Portuguese Urdu Gujarati Punjabi Vietnamese Hakka Romanian German Hindi Russian Hakka The County may infrequently require additional telephone language translation Services to address			
unique operational requirements of County agencies. These infrequently required services may include assistance with translation of documents or assistance with onsite interviews.			
4.	COMPLY:	YES	NO

These very translate individual Each act and asset	will be individual for the purpose of the purpose o	Illy assigned by the Cof assuring that only I to use as a tracking gencies. Multiple suite separate monthly the preceding month	county to each authorize authorized County persection for County agencies eparate accounts must a billing which must control. The County's 911 Ce	es must be provided upon request. d user of translation services. onnel have access to the s to monitor service utilization by so be provided upon request. tain all of the required call detail neer will be considered such a maintained upon the request of the
5.	COMPLY:	YES	NO	
Upon award the selected vendor(s) (must) provide a single dedicated account representative. This account representative will coordinate the delivery, administration, and support of services with the County's designated personnel, including all associated billing, performance, reporting, and business issues. This representative shall be available during typical business hours, Monday through Friday, 8:00 am To 5:00 pm.				
6.	COMPLY:	YES	NO	
The vendor(s) shall provide monthly reports for each established account; detailing services rendered and associated costs. These reports shall include call detail which is to be provided with invoice, and in the format below: • Language requested. • Caller contact information (Access Code) • Date and Time of the Call • Call Start and End Time • Connection Time to Interpreter • Interpreter Number • Rate Amount • Minutes per Call • Total Charge per Call				
7.	COMPLY:	YES	NO	
	1500 minutes pe			services requirements will not usage can be estimated or
translat	ion services, sin	nilar to that described		providing telephone language te or local government entity. line quote submittal.
8.	COMPLY:	YES	NO	

4. PRICING SHEETS

Fulton County requires that the requested telephone translation services be provided on a "flat" perminute cost basis. The quoted per-minute rate must be the same regardless of which language is translated or what time-of-day any call takes place. Vendor(s) must bill for a minimum of one (1) minute per call for translation services and must also bill for a full minute for any fraction of a minute for which a translation services call runs over. NO MINIMUM AMOUNT OF USAGE IS GUARANTEED.

Cost: \$_____ per minute.

5. SPECIAL CONDITIONS/INSTRUCTIONS

Fulton County Government
Department of Information Technology
141 Pryor Street, Suite 9049
Atlanta, Georgia 30303
Attention: Assistant Director Information Technology

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6. INSURANCE & RISK MANAGEMENT PROVISIONS

Language Interpreter Services

It is Fulton County Government's practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Scope of Services must appear on the Certificate of Insurance).
- A combination of specific policies written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance <u>must</u> be provided to Fulton County Government prior to the start of any activities/services as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$100,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$100,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000 (Including operation of non-owned, owned, and hired automobiles).

4. UMBRELLA LIABILITY Each Occurrence \$1,000,000

(In excess of above noted coverages)

5. PROFESSIONAL LIABILITY

Per Claim/Aggregate \$1,000,000/\$2,000,000

(To be provided when the Contract includes specified Professional Services, and will be written with all Environmental/Pollution exclusions deleted).

Extended Reporting Period 3-5 Years

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an <u>Additional Insured</u> (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department 130 Peachtree Street, S.W.
Suite 1168
Atlanta, Georgia 30303-3459

Certificates must list Project Name (where applicable).

Important:

It is understood that Insurance in no way Limits the Liability of the Contractor/Vendor.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply

with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices t protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY:	SIGNATURE:
NAME:	TITLE:
IVAIVIL.	TITEL.
DATE	
DATE:	